





## Guide to sections

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\*If your house is located in Portugal and it's under "Propriedade Horizontal" regime, please see notes in Section A, The cover, 1.A and the Portuguese clauses section.

## Introduction

I am delighted that you have chosen Hiscox to protect your personal assets.

We take our responsibility as the insurer of your house or contents extremely seriously. I hope for both our sakes that you do not have a loss, but if you do, I want you to feel that we are there with all our energy to make you whole again.

If you ever find any part of our service less than satisfactory, please do not hesitate to get in touch with us by telephone: +44 (0)870 084 3777, or by email: [customerservices@hiscox.com](mailto:customerservices@hiscox.com).

A handwritten signature in black ink that reads "Robert Hiscox". The signature is written in a cursive, flowing style.

**Robert Hiscox**

## General terms

Please read this insurance document, together with any **endorsements** and the **schedule**, very carefully. If anything is not correct, please return it immediately.

**We** will provide this insurance in return for the premium **you** have paid.

### Definitions

Words shown in **bold** type have the same meaning throughout this **policy** and are defined below.

#### Act of terrorism

An act, including using or threatening to use force or violence, which:

- is committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
- is for political, religious, ideological or similar reasons. This includes trying to influence a government or to frighten the public or any section of the public.

#### Amount insured

The most **we** will pay as shown in the **schedule**. Unless **we** say otherwise, the amount applies to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.

#### Buildings

Any permanent structure used for domestic purposes within the grounds of **your holiday home** including:

- **fixtures and fittings;**
- lifts;
- domestic fixed fuel tanks;
- swimming pools;
- **outbuildings and permanent structures;**
- radio and television aerials, satellite dishes, their fittings and masts;

all at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

**We** do not include within **buildings**:

1. any structure, or part of a structure, used for any business activity other than letting the **holiday home**;
2. any plant or tree, other than hedges;
3. land or water.

#### Contents

Household goods, **fine art**, clothing and personal property, all of which belong to **you** or for which **you** are legally responsible.

**We** do not include the following property within **contents**:

1. **valuables;**
2. any item used for any business activity, other than letting the holiday home;
3. motorised vehicles, and their accessories, other than domestic gardening equipment, golf buggies and wheelchairs;
4. caravans and trailers;
5. watercraft;
6. aircraft;
7. electronic data;
8. any animal, plant or tree;
9. land or water;
10. any part of the **buildings**.

#### Endorsement

A change to the terms of the **policy** agreed by **us** in writing.

#### Excess

The amount for which **you** are responsible as the first part of each agreed claim.

## General terms

Fine art	<p>Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectibility including:</p> <ul style="list-style-type: none"> <li>• furniture;</li> <li>• paintings, drawings, etchings, prints and photographs;</li> <li>• tapestries and rugs;</li> <li>• manuscripts;</li> <li>• porcelain and sculpture;</li> <li>• stamps or coins forming part of a collection;</li> <li>• gold, silver, and gold and silver-plated items;</li> <li>• clocks and barometers;</li> </ul> <p>all of which belong to <b>you</b> or for which <b>you</b> are legally responsible.</p> <p><b>We</b> do not include <b>valuables</b> within <b>fine art</b> (<b>valuables</b> are defined below).</p> <p><b>We</b> do not cover <b>fine art</b> which is business property.</p>
Fixtures and fittings	<p>All items that are fixed to and form part of the structure of the <b>holiday home</b> including:</p> <ul style="list-style-type: none"> <li>• decorations including wall paper, murals and stencilling;</li> <li>• bathroom suites;</li> <li>• fitted kitchens;</li> <li>• flooring.</li> </ul>
Holiday home	The house or apartment at the address shown in <b>your schedule</b> , including the greenhouses, outbuildings and garages used for domestic purposes at the same address.
Money	Cash, cheques, bank drafts, travel tickets, traveller's cheques, current postage stamps, savings certificates, premium bonds or other negotiable documents.
Outbuildings and permanent structures	Outbuildings not attached to the main building, perimeter walls, retaining walls, terraces, gates, hedges, fences, patios, hard tennis courts, swimming pools, driveways, footpaths and other structures not used for living purposes (other than the main building).
Outdoor items	Garden furniture, ornaments, statues, and other similar items that are normally left outdoors.
Period of insurance	The time for which this <b>policy</b> is in force as shown in the <b>schedule</b> .
Policy	This insurance document and the <b>schedule</b> , including any <b>endorsements</b> .
Schedule	The document showing <b>your</b> name, <b>your</b> address and <b>your</b> insurance details that <b>we</b> sent <b>you</b> when <b>we</b> accepted this insurance or following any subsequent amendment to <b>your</b> cover, whichever is the more recent.
Standard construction	Built of brick, stone or concrete, and roofed with slate, tile, asphalt, metal or concrete.
Tenant's improvements	Improvements <b>you</b> have made to the <b>fixtures and fittings</b> (including decorations) and any radio and television aerials, satellite dishes and their fittings and masts that belong to <b>you</b> or for which <b>you</b> are legally responsible. This applies where <b>you</b> do not own or are not responsible for insuring the <b>buildings</b> .
Valuables	Jewellery, gemstones, watches, furs and guns, which belong to <b>you</b> or for which <b>you</b> are legally responsible.
We/Us/Our	The insurer named in the <b>schedule</b> .
You/Your	The person named as the insured in the <b>schedule</b> and all permanent members of that person's household including the domestic staff who live in the <b>holiday home</b> .

## General terms

- General conditions** The following conditions apply to the whole of this **policy**.
- 1. Information**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

**You** must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**. If **you** are in any doubt, please contact **us**.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the cancellation condition, amend the terms of **your policy** or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.
  - 2. Misrepresentation**

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

    - treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
    - amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
    - charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**;
    - cancel **your policy** in accordance with the cancellation condition.

**We** will write to **you** if **we**:

    - intend to treat this insurance as if it never existed;
    - need to amend the terms of **your policy**; or
    - require **you** to pay more for **your** insurance.
  - 3. False claims**

If **you** have made a false claim, **we** can refuse to pay a claim or **we** can treat this insurance as though it had never existed.
  - 4. Building works**

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £25,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. If **you** do not, **we** will not have to pay any claim caused by or resulting from the building works. **You** do not have to tell **us** if the work is for redecoration only.
  - 5. Premium payment**

**We** will not make any payment under this **policy** unless **you** have paid the premium.
  - 6. Correct amounts insured**

When accepting this insurance, **we** expect that the **amounts insured** will represent the full value of the property insured.

    1. For **buildings**, the full value is the estimated cost of rebuilding if the **buildings** were destroyed (this is not the same as the market value), including VAT but not including fees and extra expenses. **We** allow 15% of the cost of repairs for fees and extra expenses (see paragraph 5 of Section A - buildings and tenant's improvements).
    2. For **tenant's improvements**, the full value is the cost to repair or replace as new.
    3. For **contents**, the full value is the current cost as new.

## General terms

4. For **fine art**, the full value is the current market value

Indexation: **We** will adjust the **amount insured** for **buildings** and **contents** at each renewal according to an appropriate index. However **you** should check **your amounts insured** when **you** renew **your policy**, to make sure that they reflect the full value of the **buildings** and **contents**.

7. Reasonable care

**You** must take reasonable steps:

- a. to protect the property insured under this **policy** and to keep it in good condition and repair;
- b. to prevent accident or injury.

If **you** do not, **we** will not have to pay any related claim.

8. Cancellation

**You** may cancel this **policy** up to 14 days from the start of the contract (plus postage time) and receive a full premium refund.

**You** may cancel this **policy** at any time by writing to us. If **you** have not made a claim, **we** will return any premium **you** have paid for any **period of insurance** left.

**We** may cancel this **policy** by sending **you** 30 days' notice by recorded post to **your** correspondence address shown in the **schedule**. **We** will return any premium **you** have paid for any **period of insurance** left.

However, **we** will not return any premium if the amount is less than £25.

If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** may cancel this **policy** from the date the last instalment was due.

9. Third parties

**You** and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

10. Joint insureds

The most **we** will pay is the relevant **amount insured**.

If there is more than one of **you**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

11. Governing law

Unless some other law is agreed in writing, this **policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England.

12. Exchange rates

If **your** policy is issued in Euros or US dollars, the following fixed exchange rates will be used to convert the amounts shown in this policy wording: £1 = €1.5 = USD 2.

The amounts insured **you** have chosen, which are shown on **your** schedule, will be subject to the rate of exchange in force at the time of conversion.

## General exclusions

The following exclusions apply to the whole of this **policy**. Any extra exclusions are shown in the sections to which they apply.

This insurance does not cover the following:

1. Loss, damage or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by domestic staff.
2. Loss or damage caused by wear and tear or gradual deterioration, the use of unsuitable or defective materials or parts, rust or oxidation, moth or vermin, normal settlement, warping or shrinkage, rot, fungus, mould or infestation;
3. Loss or damage caused by anything which happens gradually, including smoke and rising damp.



## General terms

4. Loss or damage caused by coastal or river erosion.
5. **Your** liability arising out of transmission of a computer virus.
6. Loss or distortion of information resulting from computer error or malfunction or computer virus.
7. Loss caused by **you** not receiving goods or services **you** have paid for through any internet website.
8. Loss of, or damage to, or the cost of replacing, any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
9. Loss, damage or liability arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination.
10. Loss, damage or liability directly or indirectly caused by war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
11. Loss, damage or liability caused by or resulting from **your** property being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.
12. Any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist, except for any **excess** above the amount that would be covered under the other insurance.

### What to do when a loss occurs

The following claims conditions apply to the whole of this **policy**.

#### How to make a claim

**You** must tell **us** as soon as possible about any incident which **you** may need to claim for under this **policy**. If **you** do not, **we** will not have to pay **your** claim. If **you** think a crime has been committed, **you** must also tell the police and obtain a crime reference number from them.

**You** must prove the loss or damage has happened and give **us** all the cooperation **we** need.

#### Temporary emergency repairs

If temporary repairs are needed urgently to prevent further damage, **you** should arrange for them to be done immediately. Keep the bills because they may form part of **your** claim.

Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

#### Injury to someone or damage to their property

If someone is holding **you** responsible for injury or damage, **you** must immediately send to **us** every letter of claim, claim form or correspondence **you** receive. **You** must not admit liability or make an offer or promise of payment without **our** written permission, otherwise **we** will not have to pay **your** claim.

**We** may take over and deal with, in **your** name, the defence or settlement of any claim.

#### Recovering a loss payment

**We** may pursue, in **your** name but at **our** expense, recovery of amounts **we** may become liable to pay under this **policy**. **You** must give **us** all the assistance **we** may reasonably require to do this.

## General terms

### How much we will pay

The basis upon which **your** claim will be settled is as follows. When **we** pay your claim, **we** will deduct the amount of the **excess** shown in the **schedule**.

#### Section A - buildings and tenant's improvements

##### **Buildings**

**We** will pay the cost of rebuilding or repair subject to the rebuilding or repairs being carried out, but if **you** and **we** agree that it is not reasonable to do this, **we** will pay **you** an amount which **we** both consider fair.

The most **we** will pay is the **amount insured**.

##### **Tenant's improvements**

**We** will at **our** option repair or replace the damaged parts.

#### Section B - contents

**We** will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. **We** will not deduct any amount for wear and tear.

For **fine art**, however, any cash settlement will be based on the market value of the item on the date the loss happened.

The most **we** will pay is the **amount insured**.

##### Specific limits

The following amount is part of the total **amount insured** for **contents**. The most **we** will pay for:

- gold, silver, and gold- and silver-plated items is £2,000 in total for each incident of loss;
- money is £250 in total for each incident of loss.

### Our claims promise

**We** pride **ourselves** on offering a service that is fast, efficient and helpful. If **we** do not pay **your** claim within ten working days after receiving **your** acceptance form, **we** will pay **you** interest, at **your** bank's base rate. **We** will only do this if **your** premium payments are up to date and the agreed claim is more than £2,500.

**We** can only keep this promise if **you** give **us your** bank details at the time **you** sign the acceptance form. **We** can then transfer the **money** into **your** account. This promise cannot apply if **you** ask **us** to pay by another method.

## Section A - buildings and tenant's improvements

Please read **your schedule** to see if the **buildings** or **tenant's improvements** are covered.

The general terms all apply to this section.

### The cover

#### 1. Buildings and tenant's improvements

#### What is insured

The following covers are included automatically if the **buildings** are covered under this section.

If only **tenant's improvements** are covered under this section, **you** are only insured for the cover in paragraphs 1, 2 and 3.

The **buildings** or **tenant's improvements** are insured against physical loss or physical damage occurring during the **period of insurance** and directly caused by the following circumstances:

A.  
Fire, lightning, explosion or earthquake.

**In accordance with the Portuguese law, in case your house is located in Portugal and it's under "Propriedade Horizontal" regime, all terms and conditions related with the cover for fire, lightning and explosion are defined in the section "Portuguese clauses".**

B.  
Storm or flood.

C.  
Subsidence, ground heave of the site upon which the buildings stand, or landslip.

#### What is not insured

The following extra exclusions also apply to the relevant cover.

A.

B.  
Loss or damage to gates, hedges and fences.

C.  
a. loss or damage to holiday homes not situated in the UK, France, Spain, Portugal or Ireland  
b. the first £1,000 of each incident of loss or damage;  
c. loss or damage caused by subsidence, ground heave or landslip:  
i. to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main house is also physically damaged at the same time;  
ii. to solid floors unless the load bearing walls are physically damaged at the same time;  
iii. as a result of demolition, alteration, extension, repair or any similar process to the buildings;  
iv. as a result of normal settlement, faulty design, the use of faulty materials or inadequate construction of foundations;  
v. as a result of coastal or river erosion.

## Section A - buildings and tenant's improvements

### What is insured

- D.  
Weight of snow.
- E.  
Escape of water from and frost damage to fixed water tanks, apparatus and pipes.
- F.  
Leakage of oil from any fixed domestic heating installation.
- G.  
Smoke.
- H.  
Theft or attempted theft.
- I.  
Collision or impact involving:
- i. any vehicle, aircraft (or other aerial device or anything dropped from them) or animal;
  - ii. aerials, satellite dishes or their fittings;
  - iii. falling trees, branches, telegraph poles or lamp-posts.
- J.  
An **act of terrorism**.
- K.  
Riots, violent disorder, civil commotion and labour disturbances.
- L.  
Vandalism and acts of malicious persons.

### What is not insured

- D.  
Loss or damage to domestic outbuildings not of **standard construction**, gates, hedges and fences.
- E.  
Loss or damage:
- i. to swimming pools;
  - ii. caused by subsidence, heave or landslip;
  - iii. when the buildings are not sufficiently furnished for normal living purposes.
- F.
- G.  
Loss or damage arising from gradually operating causes.
- H.
- I.
- i.
  - ii.
  - iii. loss or damage:
    - a. caused by lopping, topping or felling on **your** own property
    - b. to gates, hedges and fences.
- J.  
Loss or damage arising directly or indirectly from:
- i. biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent, or
  - ii. any failure in the supply of gas, water, electricity or telephone service to the **holiday home**.
- K.
- L.  
Loss or damage while the **buildings** are not sufficiently furnished for normal living purposes.

## Section A - buildings and tenant’s improvements

### What is insured

M.  
Electrical power surge.

2. Glass and sanitary ware

Accidental breakage of fixed glass (including the cost of removing and replacing double glazing frames), solar panels, fixed sanitary ware and ceramic hobs, all forming part of the **buildings** or **tenant’s improvements** or for which **you** are legally responsible as tenant, provided it happens during the **period of insurance**.

3. Underground pipes and cables

Accidental damage occurring during the **period of insurance** to domestic fuel oil pipes, underground service pipes and cables, sewers and drains for which **you** are legally responsible.

4. Alternative accommodation

**Your** reasonable and necessary costs of alternative accommodation, while the **holiday home** cannot be lived in because of loss or damage **we** have agreed to pay for under this section.

**We** will not pay alternative accommodation for more than two years.

5. Loss of rent

Loss of rent which **you** cannot recover as landlord while the **holiday home** cannot be rented out because of loss or damage **we** have agreed to pay for under this section. We will determine the amount we pay based on your rental pattern over the two years prior to the loss. We will take into account confirmed bookings as well as seasonal and rental market variation. The most we will pay is £25,000 or rent for two years, whichever is the lesser.

6. Fees and extra expenses

The reasonable and necessary fees and extra expenses involved in rebuilding or repairing the **buildings** following physical loss or physical damage insured under this section. This means:

- i. Fees to architects, surveyors and consulting engineers.
- ii. The cost of clearing the site and making the **buildings** safe.
- iii. The cost of doing anything required by any government or local authority, but only if:
  - a. **you** received notice of the requirement after the damage happened, and

### What is not insured

M.  
Loss or damage caused by wear and tear or use contrary to the manufacturer’s recommendation.

The cost of preparing a claim.

## Section A - buildings and tenant's improvements

### What is insured

- b. the **buildings** were originally built according to any government and local authority regulations in force at that time.

The most **we** will pay in total is an amount equal to 15% of the insured cost of repairs to the **buildings**.

#### 7. Trace and access

The cost of locating the source of a leak of water from any fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors or ceilings. **We** will only pay if **you** have had **our** permission to carry out such works. The most **we** will pay is £2,000 in total for any one **period of insurance**.

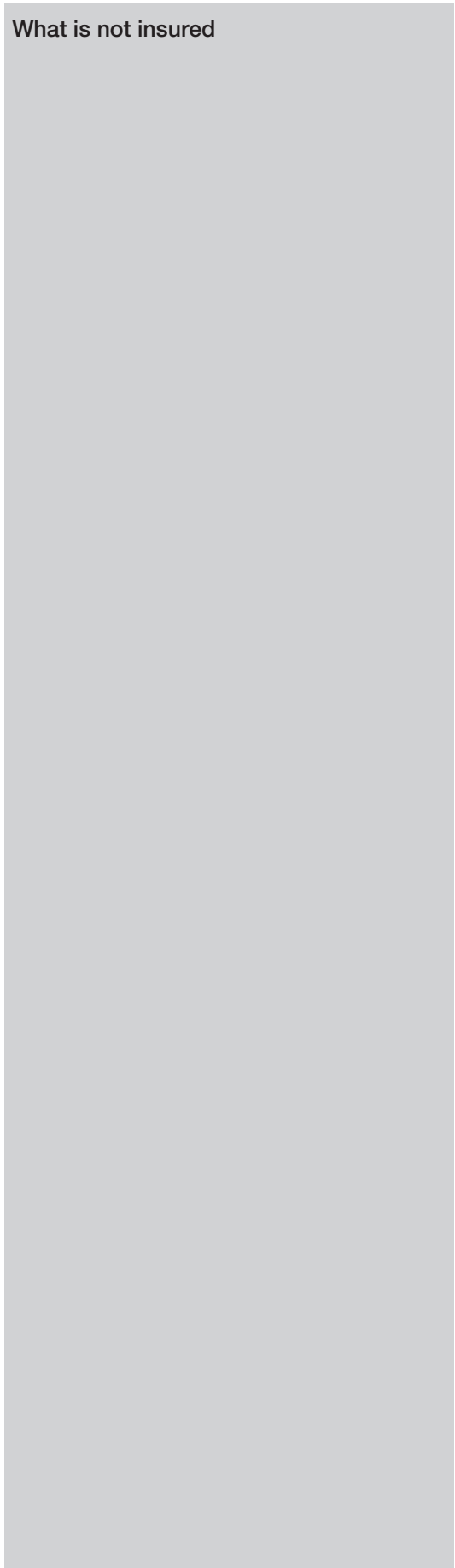
#### 8. Landlord's buildings and fixtures and fittings

Physical loss or physical damage to the landlord's **buildings** and **fixtures and fittings** occurring during the **period of insurance** and directly caused by the circumstances listed in paragraph 1 of this section. The most **we** will pay is £10,000 or 10% of the buildings amount insured (whichever is the greatest) in any one **period of insurance**. This cover only applies if the loss or damage has affected the **holiday home** and if **you** prove to us that the insurers of the landlord's **buildings** and **fixtures and fittings** have refused to pay the claim.

#### 9. Garden

The cost **you** incur in making good physical loss or physical damage to the garden occurring during the **period of insurance** and directly caused by fire, lightning, explosion, earthquake, theft or attempted theft, collision or impact, or vandalism. The most **we** will pay is £1,000 for each and every incident of loss or damage, but not more than £150 for any one tree, shrub or plant.

### What is not insured



## Section A - buildings and tenant's improvements

### Optional cover

#### 1. Accidental damage

#### What is insured

The following cover is not included automatically. Please read **your schedule** to see if it is in force.

The **buildings** are insured against accidental damage by external and visible means occurring during the **period of insurance**.

#### What is not insured

A.  
damage:

- i. to any part of the **buildings** let or loaned to anyone unless **you** and **your** tenant have signed a rental contract. **We** will deduct the excess shown on **your** schedule, £250 or the deposit paid by **your** tenant (whichever is greater) when **we** pay **your** claim. This exclusion does not apply if the holiday home is loaned free of charge to **your** friends or relatives.
- ii. caused by subsidence or ground heave of the land on which the **buildings** stand or landslip; normal settlement or shrinkage; mechanical and/or electrical fault or breakdown; inherent defect; corrosion; moth or vermin; aridity; humidity, exposure to light or extremes of temperature; alteration; extension; cleaning, repair, renovation, restoration or similar process; misuse and faulty workmanship or the use of any faulty materials.
- iii. excluded under any other paragraph of this section.

B.  
the cost of maintenance and normal redecoration.

## Section B - contents

Please read **your schedule** to see if the **contents** are covered.

The general terms all apply to this section.

### The cover

#### 1. Contents

#### What is insured

The following covers are automatically included:

The **contents** are insured against physical loss or physical damage occurring during the **period of insurance** and directly caused by the following circumstances while within the **holiday home**:

- A.  
Fire, lightning, explosion or earthquake
- B.  
Storm or flood.
- C.  
Subsidence, ground heave of the site upon which the buildings stand, or landslip.
- D.  
Weight of snow

#### What is not insured

The following extra exclusions also apply to the relevant cover.

- A.
- B.  
Loss of or damage to **contents** in domestic outbuildings not of **standard construction**.
- C.
  - a. loss or damage to holiday homes not situated in the UK, France, Spain, Portugal or Ireland
  - b. the first £1,000 of each incident of loss or damage;
  - c. loss or damage caused by subsidence, ground heave or landslip:
    - i. to domestic fixed fuel tanks, swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates, hedges and fences, unless the main house is also physically damaged at the same time;
    - ii. to solid floors unless the load bearing walls are physically damaged at the same time;
    - iii. as a result of demolition, alteration, extension, repair or any similar process to the buildings;
    - iv. as a result of normal settlement, faulty design, the use of faulty materials or inadequate construction of foundations;
    - v. as a result of coastal or river erosion.
- D.  
Loss or damage:
  - i. to **contents** in domestic outbuildings not of **standard construction**;
  - ii. unless the main building is also damaged at the same time.



## Section B - contents

### What is insured

- E.  
Escape of water from fixed water tanks, apparatus and pipes.
- F.  
Leakage of oil from any fixed domestic heating installation.
- G.  
Smoke.
- H.  
Theft or attempted theft.
- I.  
Collision or impact involving:
- i. any vehicle, aircraft (or other aerial device or anything dropped from them) or animal;
  - ii. aerials, satellite dishes or their fittings;
  - iii. falling trees, branches, telegraph poles, pylons or lamp posts.
- J.  
An **act of terrorism**.
- K.  
Riots, violent disorder, civil commotion and labour disturbances vandalism and acts of malicious persons.

### 2. Glass

Accidental breakage of mirrors, glass tops to furniture, fixed glass in furniture and ceramic hobs, provided it occurs during the **period of insurance**.

### 3. Rent

Rent which **you** have to pay as a tenant while the **holiday home** cannot be lived in because of loss or damage **we** have agreed to pay for under this section. **We** will not pay for rent for more than two years.

**We** will not pay this benefit if **we** pay **you** for alternative accommodation as a result of the same loss.

### What is not insured

- E.
- F.
- G.  
Loss or damage arising from gradually operating causes.
- H.
- I.
- i.
  - ii.
  - iii. Loss or damage caused by lopping, topping or felling on **your** own property.
- J.  
Loss or damage arising directly or indirectly from:
- i. biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent, or
  - ii. any failure in the supply of gas, water, electricity or telephone service to the **holiday home**.
- K.

Any claim that is insured under paragraph 2 of Section A - buildings and tenant's Improvements.

## Section B - contents

- |                                 | <b>What is insured</b>   |
|---------------------------------|--|
| 4. Alternative accommodation    | <p><b>Your</b> reasonable and necessary costs of alternative accommodation as occupier but not owner of the <b>holiday home</b>, while the <b>holiday home</b> cannot be lived in because of loss or damage <b>we</b> have agreed to pay for under this section. <b>We</b> will not pay for alternative accommodation for more than two years.</p> <p><b>We</b> will not pay this benefit if <b>we</b> pay <b>you</b> for rent as a result of the same loss.</p>   |
| 5. Replacement locks            | <p>The cost of changing the locks if <b>you</b> lose the keys to external doors, windows, safes and alarms of the <b>holiday home</b> during the <b>period of insurance</b>. The most <b>we</b> will pay is £750 in total for any one <b>period of insurance</b>. The <b>excess</b> does not apply to this cover.</p>  |
| 6. Outdoor items                | <p>Physical loss or physical damage to <b>your outdoor items</b> occurring during the <b>period of insurance</b> and directly caused by a peril against which <b>your contents</b> are insured other than storm or flood. <b>We</b> will decide whether to replace or repair the lost or damaged item or to make a cash settlement based on the replacement cost. <b>We</b> will not deduct an amount for wear and tear. The most <b>we</b> will pay is £1,500 any one <b>period of insurance</b>, or the amount shown on your schedule if this is more.</p> |
| 7. Freezer contents             | <p>The <b>contents</b> of <b>your</b> freezer and refrigerator are insured against spoilage caused by accidental failure of the freezer or refrigerator, refrigerant fumes escaping from the equipment or accidental failure of the electricity or gas supply which occurs during the <b>period of insurance</b>. The most <b>we</b> will pay is £1,000 in total any one <b>period of insurance</b>.</p>   |
| 8. Loss of metered water or oil | <p>The cost of lost metered water or domestic heating oil following accidental damage to fixed domestic water or heating installations situated in or on the <b>holiday home</b>. The most <b>we</b> will pay is £1,500 in total any one <b>period of insurance</b>.</p>   |

### What is not insured

#### Loss or damage:

- i. caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority;
- ii. caused by any strike, lockout or industrial dispute.

## Section B - contents

### 9. Sport

#### What is insured

**We** will pay for:

- i. physical loss of or physical damage to sporting trophies in **your** care or custody,
- ii. the cost of hiring replacement equipment if **your** sporting equipment is damaged, stolen, or temporarily lost for more than eight hours while **you** are on a trip overseas,
- iii. the pro-rata reimbursement of **your** sports club subscription or **your** prepaid fees for any sporting activity if **you** suffer an accident during **your** stay at the **holiday home** which prevents **you** from practising **your** sport at the club or carrying out the sporting activity during all or part of **your** stay,
- iv. the customary bar expenses **you** incur as a result of a golfing hole-in-one by **you** during any club competition or registered event.

The most the **we** will pay is £500 in total per year of insurance.

### 10. Temporary removal

The **contents** are covered while temporarily removed from the home for up to 90 days during the **period of insurance**, against physical loss or physical damage directly caused by:

- i. any circumstances described in paragraph 1 of this section, but only while the **contents** are in, or are being moved to or from, any occupied private **home** or any commercial building within the country in which the **home** is situated.
- ii. fire, lightning, explosion or earthquake, while the **contents** are anywhere else within the country in which the **home** is situated.

### 11. Wedding gifts

Wedding gifts are covered against loss or damage caused by circumstances described in Section 1 above, for one month before and one month after **your** wedding day or the wedding day of any member of **your family**. Cover applies anywhere in the country where the home is situated while in the **home**, the building where the reception is held, at the married couple's **home**, or in transit between any of the places specified above. The most **we** will pay is 10% of the contents amount insured.

#### What is not insured

Loss or damage:

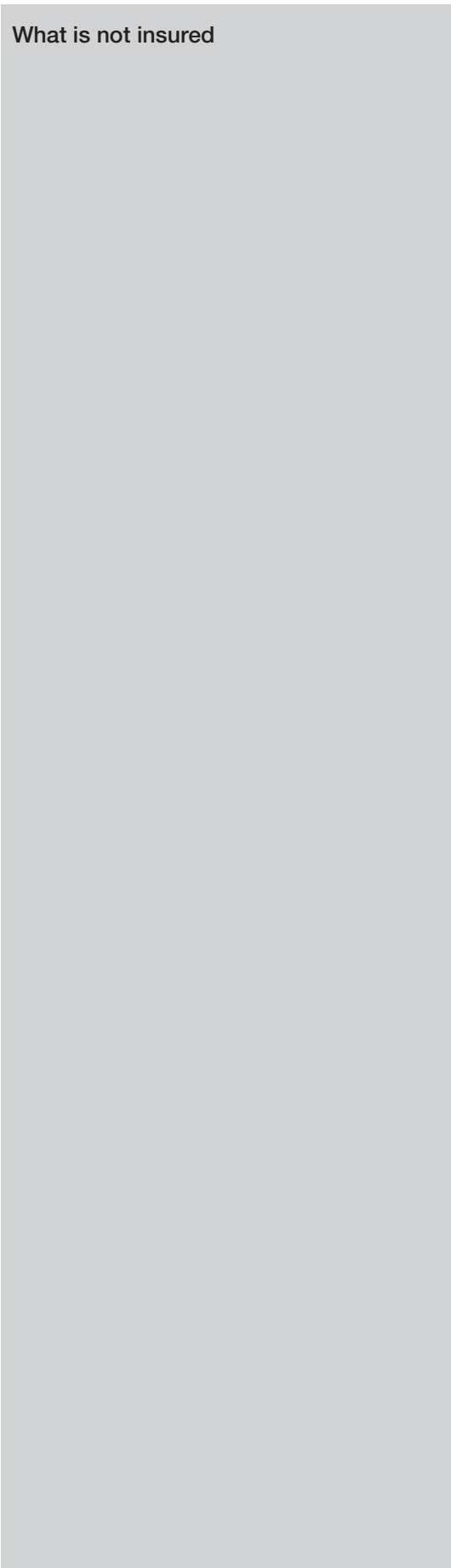
- i. to **money** and **valuables**;
- ii. from, in or on any unattended vehicle;
- iii. to an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported;
- iv. excluded under paragraph 1 of this section.

## Section B - contents

### What is insured

- 12. Christmas gifts  
The **contents** sum insured is automatically increased by 10% during the month of December
- 13. Title deeds  
The cost of preparing new title deeds to the **buildings** if they are lost or damaged by circumstances described in Section 1 above, when kept in the home or in a bank. The most **we** will pay is £1,000 per year of insurance.
- 14. Fatal injury  
If **you** suffer a physical injury as a result of fire or violence by burglars in **your** home during the period of insurance and **you** die from the injury within 12 months, the insurer will pay a benefit of £15,000 for each adult who dies (or £5,000 for anyone under the age of 16). For the purpose of this extension, the definition of **'you'** does not include domestic staff who live in the home.

### What is not insured



## Section B - contents

### Optional cover

#### What is insured

The following cover is not included automatically. Please read **your schedule** to see if it is in force.

#### Accidental damage

The **contents** are insured while within the **holiday home** against accidental damage by external and visible means occurring during the **period of insurance**.

#### What is not insured

Damage:

- i. to contact or corneal lenses, **money** and credit cards, plants, food or drink
- ii. caused by chewing, scratching, tearing or fouling by domestic pets
- iii. within any part of the **buildings** loaned or let to anyone unless **you** and **your** tenant have signed a rental contract. **We** will deduct the excess shown on **your** schedule, £250 or the deposit paid by **your** tenant (whichever is greater) when we pay your claim. This exclusion does not apply if the holiday home is loaned free of charge to your friends or relatives.
- iv. caused by subsidence or ground heave of the land on which the **buildings** stand or landslip; mechanical and/or electrical fault or breakdown; inherent defect; rust or oxidation; moth or vermin; warping or shrinkage; aridity; humidity, exposure to light or extremes of temperature; cleaning, repair, renovation, restoration or similar process; misuse and faulty workmanship or the use of any faulty materials.
- v. excluded under any other paragraph of this section.

## Section C - your liabilities

If the **buildings** are covered under Section A of this **policy**, **you** are automatically insured for **your** liability as owner of the relevant **holiday home**.

If the **contents** are covered under Section B of this **policy**, **you** are automatically insured for the following:

- a. **your** liability to the domestic employees **you** employ to work for **you** at the **holiday home**;
- b. **your** liability as occupier of the **holiday home**;
- c. **your** personal liability.

However, if the insured named in the schedule is not a natural person, the cover for **your** liability as occupier of the home and for **your** personal liability applies to the people living in the home and not to the named insured. In this case, for the purpose of this cover only, the definition of **you** is amended to 'the person who lives in the **holiday home** and all permanent members of that person's household including the domestic staff who live in the **holiday home**'.

The general terms all apply to this section.

### The cover

#### 1. Your liability to your employees

### What is covered

**We** will cover **you** up to the amount shown in the **schedule** against any claim for damages which **you** may legally have to pay for an accident which causes bodily injury or disease to the domestic employees **you** employ to work for **you** at the **holiday home**. The accident must happen during the **period of insurance** and arise from the work the domestic employees are employed to do for **you** at the address shown in the **schedule** or elsewhere within the country in which the **holiday home** is situated. This includes costs and expenses **we** agree to in advance to defend the claim. All claims caused by one accident are agree to be one claim, however many of **you** may be legally liable for the accident.

### What is not covered

The following extra exclusions also apply to 'Your liability to your employees'.

**We** do not cover the following.

1. **Your** liability arising out of:
  - a. any work **your** employees do for **you** other than domestic duties;
  - b. **your** employees' work in the United States of America or Canada after they have been in either or both of these countries for 90 days in total during the **period of insurance**;
  - c. passing on any infectious disease or any virus, syndrome or illness; or
  - d. any motorised vehicle being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.
2. Amounts which are, or should be, paid by any local social security or similar agency. However, this exclusion does not apply to amounts which would otherwise be covered by this **policy** and which **you** are legally liable to refund to such agencies.
3. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
4. Amounts you are legally liable to pay following any judgment or award given or made in the courts of the United States or Canada. This exclusion also applies to the enforcement of any such award in any court outside the United States or Canada.

## Section C - your liabilities

### 2. Your liability to other people

#### What is covered

a. **Your liability as owner or occupier of the holiday home.**

**We** will cover **you** against any claim for damages which **you**, as owner or occupier, may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the **period of insurance** in or about the **holiday home**, provided the claim is not excluded under this section or the general exclusions.

b. **Your personal liability**

**We** will cover **you** against any claim for damages which **you** may legally have to pay for an accident which causes bodily injury or physical damage to property and happens during the **period of insurance**.

This cover applies anywhere in the world, but **we** will not cover **your** liability for accidents which happen in the United States of America or Canada if **you** have been in either or both of those countries for more than 90 days in total during the **period of insurance**.

The most **we** will pay for any one accident or claim is the amount shown in the **schedule**. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

**We** will also pay any costs and expenses that **we** agree to in advance to defend the claim.

#### What is not covered

The following extra exclusions also apply to 'Your liability to other people'.

**We** do not cover the following.

1. **Your** liability for injury to **you** or for injury to **your** employees arising from their work for **you** (**your** liability to employees may be covered under part 1 of this section).
2. **Your** liability for loss of or damage to property which belongs to **you** or is in **your** or **your** employee's care, other than damage to property for which **you** as tenant are legally liable to the owner.
3. **Your** liability arising out of:
  - a. owning, occupying, possessing or using any land or building not at the address shown in the **schedule**;
  - b. any business, profession or occupation, or any activity being carried out on **your** land or in **your holiday home** from which **you** derive a revenue other than letting the **holiday home**;
  - c. passing on any infectious disease or any virus, syndrome or illness;
  - d. any aircraft or watercraft;
  - e. any motorised vehicle other than domestic gardening equipment or wheelchairs;
  - f. any animal other than a horse or domestic pet; or
  - g. any contract, unless **you** would have been liable by law if the contract had not existed.
4. **Your** liability arising out of the pollution or contamination of air, water or soil unless the pollution or contamination was caused by an accident in the country in which the **holiday home** is situated during the **period of insurance** and:
  - a. **you** tell **us** about the accident as soon as reasonably possible but no later than 60 days after the end of the **period of insurance**; and
  - b. **you** prove that the pollution or contamination was caused immediately after the accident by a sudden release which could be identified and was not deliberate or expected.

The most **we** will pay in total for all such claims covered in the **period of insurance** is the amount shown on the schedule, including costs and expenses.

## Section C - your liabilities

5. **Your** liability arising directly or indirectly out of:
  - a. biological or chemical contamination. This includes poisoning, or preventing or limiting the use of an object, due to the effects of any biological or chemical agent; or
  - b. any failure in the supply of gas, water, electricity or telephone service to the **holiday home**;  
and caused by or resulting from an act of terrorism.
6. **Your** liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
7. Claims arising as a result of any treatment, wrongful specification or professional advice or service by **you** or an employee where rendered to a third party for a fee.
8. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
9. Amounts you are legally liable to pay following any judgment or award given or made in the courts of the United States or Canada. This exclusion also applies to the enforcement of any such award in any court outside the United States or Canada.

## Section D - emergency travel and security services

### The cover

#### 1. Emergency travel

If the **holiday home** suffers physical loss or physical damage in **excess** of £1,500 and this is insured under section A1 or B1, **we** will pay for the cost of air or rail travel and in the event of the **holiday home** being uninhabitable the reasonable and necessary costs of temporary accommodation and/or expenses **you** incur, for **yourself** and another member of **your** family. **We** will only pay if **you** have had **our** prior approval and if the loss or damage was notified to **us** within 21 days of the date of loss. **You** must retain all travel documents and receipts for all expenses **you** incur as they will form the basis for the settlement of **your** claim.

The most **we** will pay is:

- £350 per return ticket
- £750 for temporary accommodation and other expenses
- £1,500 in total for any one **period of insurance**.

#### 2. Hiscox security services

You have access to practical security advice and assistance for travel security, identity fraud and an emergency response service.

These services are provided by Control Risks Group. Subject to terms and conditions at [www.hiscox.com/hiscoxsecurity](http://www.hiscox.com/hiscoxsecurity). Telephone: +44(0)20 7448 6032



## French clauses

Clauses 1 to 4 below apply automatically if the **holiday home** is situated in France.

### 1. Natural catastrophe cover

The natural catastrophe perils are covered by this insurance in accordance with French law 82-600 (13 July 1982).

This insurance is extended to cover physical loss or physical damage caused directly by the exceptional intensity of a natural agent such as earthquake, volcanic eruption, avalanche, landslide, subsidence, flood, mudslide. This extension applies only to losses caused by an event which is declared a natural catastrophe by an Inter-ministerial decree published in the Official Gazette of the French Republic. The cover provided by this extension is in accordance with the legal regulations in force on the day of the loss and is subject to all terms and conditions of this insurance, except as amended by this extension.

#### Excess

**We** do not cover the amount of the compulsory **excess**, or the **excess** shown in the **schedule** if this is more. The amount of the compulsory **excess** applicable to the natural catastrophe cover is set by law. It may vary over time, and the amount applicable at the time of the loss will be deducted from any claim payment.

#### Basis of settlement

**Your** claim for damage under this extension will be calculated in accordance with the basis of settlement for this insurance. In no event will we pay more than the amount insured. **We** will deduct from **our** settlement an amount which is set by law and which **you** must bear yourself. **You** undertake not to insure this amount elsewhere.

#### Notice of loss

**You** must notify **us** of any loss or damage which may result in a claim under this extension as soon as **you** become aware of it and at the latest within 10 days after publication of the Inter-ministerial decree stating that a natural catastrophe has occurred.

In the event of loss, if **you** have taken out more than one **policy**, which covers physical damage caused directly by the exceptional intensity of a natural agent, **you** must tell **us** about such policies within the ten-day period mentioned above. **You** must submit **your** claim to the insurer of **your** choice within the same period.

#### Claim payment

**We** undertake to pay **you** the amount due under this extension within 3 months from either the date on which **you** gave **us** the estimate of the damage or the date of publication of the Inter-ministerial decree stating that a natural catastrophe has occurred, whichever is the later. If **we** do not, the amount due will bear interest at the statutory rate from the end of this period, unless **our** failure to pay is accidental or due to circumstances beyond **our** control.

### 2. Technological catastrophes

The technological catastrophe perils are covered by this insurance in accordance with French law 2003-699 (30 July 2003). This insurance is extended to cover physical loss or physical damage caused an event which is recognised as a technological catastrophe by the competent government authority.

## Portuguese clauses

### Cláusula Preliminar

1. Entre a Hiscox, S.A. – Sucursal em Portugal, adiante designada por segurador, e o tomador do seguro mencionado nas Condições Particulares, estabelece-se um contrato de seguro que se regula pelas presentes Condições Gerais, Condições Especiais e pelas Condições Particulares.
2. A individualização do presente contrato é efetuada nas Condições Particulares, com, entre outros, a identificação das partes e do respetivo domicílio, os dados do segurado, os dados do representante do segurador para efeito dos sinistros, e a determinação do prémio ou a fórmula do respetivo cálculo.
3. Relativamente ao bem seguro (fração ou conjunto de frações autónomas do edifício em propriedade horizontal e respetivas partes comuns), o contrato precisa:
  - a) O tipo, o material de construção e o estado em que se encontra, assim como a localização e o respetivo nome ou a numeração identificativa;
  - b) O destino e o uso;
  - c) A natureza e o uso dos imóveis adjacentes, sempre que estas circunstâncias possam influir no risco.
4. Compõem ainda o presente contrato, além das Condições previstas nos números anteriores e que constituem a apólice, as mensagens publicitárias concretas e objetivas que contrariem cláusulas da apólice, salvo se estas forem mais favoráveis ao tomador do seguro, ao segurado ou ao beneficiário.
5. Não se aplica o previsto no número anterior relativamente às mensagens publicitárias cujo fim de emissão tenha ocorrido há mais de um ano em relação à celebração do contrato, ou quando as próprias mensagens fixem um período de vigência e o contrato tenha sido celebrado fora desse período.

## Capítulo I Definições especiais para esta secção

### 1. Definições

Para efeitos do presente contrato entende-se por:

- a) Apólice, conjunto de Condições identificado na cláusula anterior e na qual é formalizado o contrato de seguro celebrado;
- b) Segurador, a entidade legalmente autorizada para a exploração do seguro obrigatório de incêndio, que subscreve o presente contrato;
- c) Tomador do seguro, a pessoa ou entidade que contrata com o segurador, sendo responsável pelo pagamento do prémio;
- d) Segurado, a pessoa ou entidade titular do interesse seguro;
- e) Beneficiário, a pessoa ou entidade a favor de quem reverte a prestação do segurador por efeito da cobertura prevista no contrato;
- f) Incêndio, a combustão acidental, com desenvolvimento de chamas, estranha a uma fonte normal de fogo, ainda que nesta possa ter origem, e que se pode propagar pelos seus próprios meios;
- g) Ação mecânica de queda de raio, a descarga atmosférica ocorrida entre a nuvem e o solo, consistindo em um ou mais impulsos de corrente que conferem ao fenómeno uma luminosidade característica (raio) e que provoque deformações mecânicas permanentes nos bens seguros;

## Portuguese clauses

- h) Explosão, a ação súbita e violenta da pressão ou depressão de gás ou de vapor;
- i) Sinistro, a verificação, total ou parcial, do evento que desencadeia o acionamento da cobertura do risco prevista no contrato;
- j) Franquia, valor da regularização do sinistro nos termos do contrato de seguro que não fica a cargo do segurador

### 2. Objeto e garantias do contrato

1. O presente contrato destina-se a cumprir a obrigação de segurar os edifícios constituídos em regime de propriedade horizontal, quer quanto às frações autónomas, quer relativamente às partes comuns, que se encontrem identificados na apólice, contra o risco de incêndio, ainda que tenha havido negligência do segurado ou de pessoa por quem este seja responsável.
2. Para além da cobertura dos danos previstos no número anterior, o presente contrato garante igualmente os danos causados no bem seguro em consequência dos meios empregados para combater o incêndio, assim como os danos derivados de calor, fumo, vapor ou explosão em consequência do incêndio e ainda remoções ou destruições executadas por ordem da autoridade competente ou praticadas com o fim de salvamento, se o forem em razão do incêndio ou de qualquer dos factos anteriormente previstos.
3. Salvo convenção em contrário, o presente contrato garante ainda os danos causados por ação mecânica de queda de raio, explosão ou outro acidente semelhante, mesmo que não acompanhado de incêndio.

### 3. Exclusões da garantia obrigatória

Excluem-se da garantia obrigatória do seguro os danos que derivem, direta ou indiretamente, de:

- a) Guerra, declarada ou não, invasão, ato de inimigo estrangeiro, hostilidades ou operações bélicas, guerra civil, insurreição, rebelião ou revolução;
- b) Levantamento militar ou ato do poder militar legítimo ou usurpado;
- c) Confiscação, requisição, destruição ou danos produzidos nos bens seguros, por ordem do governo, de direito ou de facto, ou de qualquer autoridade instituída, salvo no caso de remoções ou destruições previstas no n.º 2 da cláusula 2.ª;
- d) Greves, tumultos e alterações da ordem pública, atos de terrorismo, vandalismo, maliciosos ou de sabotagem;
- e) Explosão, libertação do calor e irradiações provenientes de cisão de átomos ou radioativas e ainda os decorrentes de radiações provocadas pela aceleração artificial de partículas;
- f) Incêndio decorrente de fenómenos sísmicos, tremores de terra, terremotos e erupções vulcânicas, maremotos ou fogo subterrâneo;
- g) Efeitos diretos de corrente elétrica em aparelhos, instalações elétricas e seus acessórios, nomeadamente sobretensão e sobreintensidade, incluindo os produzidos pela eletricidade atmosférica, tal como a resultante de raio, e curto-circuito, ainda que nos mesmos se produza incêndio;
- h) Atos ou omissões dolosas do tomador do seguro, do segurado ou de pessoas por quem estes sejam civilmente responsáveis;
- i) Lucros cessantes ou perda semelhante;
- j) Extravio, furto ou roubo dos bens seguros, quando praticados durante ou na sequência de qualquer sinistro coberto.

## Portuguese clauses

### Capítulo II

#### Declaração do risco, inicial e superveniente

##### 4. Dever de declaração inicial do risco

1. O tomador do seguro ou o segurado está obrigado, antes da celebração do contrato, a declarar com exatidão todas as circunstâncias que conheça e razoavelmente deva ter por significativas para a apreciação do risco pelo segurador.
2. O disposto no número anterior é igualmente aplicável a circunstâncias cuja menção não seja solicitada em questionário eventualmente fornecido pelo segurador para o efeito.
3. O segurador que tenha aceite o contrato, salvo havendo dolo do tomador do seguro ou do segurado com o propósito de obter uma vantagem, não pode prevalecer-se:
  - a) Da omissão de resposta a pergunta do questionário;
  - b) De resposta imprecisa a questão formulada em termos demasiado genéricos;
  - c) De incoerência ou contradição evidente nas respostas ao questionário;
  - d) De facto que o seu representante, aquando da celebração do contrato, saiba ser inexato ou, tendo sido omitido, conheça;
  - e) De circunstâncias conhecidas do segurador, em especial quando são públicas e notórias.
4. O segurador, antes da celebração do contrato, deve esclarecer o eventual tomador do seguro ou o segurado acerca do dever referido no n.º 1, bem como do regime do seu incumprimento, sob pena de incorrer em responsabilidade civil, nos termos gerais.

##### 5. Incumprimento doloso do dever de declaração inicial do risco

1. Em caso de incumprimento doloso do dever referido no n.º 1 da cláusula anterior, o contrato é anulável mediante declaração enviada pelo segurador ao tomador do seguro.
2. Não tendo ocorrido sinistro, a declaração referida no número anterior deve ser enviada no prazo de três meses a contar do conhecimento daquele incumprimento.
3. O segurador não está obrigado a cobrir o sinistro que ocorra antes de ter tido conhecimento do incumprimento doloso referido no n.º 1 ou no decurso do prazo previsto no número anterior, seguindo-se o regime geral da anulabilidade.
4. O segurador tem direito ao prémio devido até ao final do prazo referido no n.º 2, salvo se tiver concorrido dolo ou negligência grosseira do segurador ou do seu representante.
5. Em caso de dolo do tomador do seguro ou do segurado com o propósito de obter uma vantagem, o prémio é devido até ao termo do contrato.

##### 6. Incumprimento negligente do dever de declaração inicial do risco

1. Em caso de incumprimento com negligência do dever referido no n.º 1 da cláusula 4.<sup>a</sup>, o segurador pode, mediante declaração a enviar ao tomador do seguro, no prazo de três meses a contar do seu conhecimento:
  - a) Propor uma alteração do contrato, fixando um prazo, não inferior a 14 dias, para o envio da aceitação ou, caso a admita, da contraproposta;
  - b) Fazer cessar o contrato, demonstrando que, em caso algum, celebra contratos para a cobertura de riscos relacionados com o facto omitido ou declarado inexatamente.

## Portuguese clauses

2. O contrato cessa os seus efeitos 30 dias após o envio da declaração de cessação ou 20 dias após a receção pelo tomador do seguro da proposta de alteração, caso esta nada responda ou a rejeite.
3. No caso referido no número anterior, o prémio é devolvido pro-rata temporis atendendo à cobertura havida.
4. Se, antes da cessação ou da alteração do contrato, ocorrer um sinistro cuja verificação ou consequências tenham sido influenciadas por facto relativamente ao qual tenha havido omissões ou inexatidões negligentes:
  - a) O segurador cobre o sinistro na proporção da diferença entre o prémio pago e o prémio que seria devido, caso, aquando da celebração do contrato, tivesse conhecido o facto omitido ou declarado inexatamente;
  - b) O segurador, demonstrando que, em caso algum, teria celebrado o contrato se tivesse conhecido o facto omitido ou declarado inexatamente, não cobre o sinistro e fica apenas vinculado à devolução do prémio.

### 7. Agravamento do risco

1. O tomador do seguro ou o segurado tem o dever de, durante a execução do contrato, no prazo de 14 dias a contar do conhecimento do facto, comunicar ao segurador todas as circunstâncias que agravem o risco, desde que estas, caso fossem conhecidas pelo segurador aquando da celebração do contrato, tivessem podido influir na decisão de contratar ou nas condições do contrato.
2. No prazo de 30 dias a contar do momento em que tenha conhecimento do agravamento do risco, o segurador pode:
  - a) Apresentar ao tomador do seguro proposta de modificação do contrato, que este deve aceitar ou recusar em igual prazo, findo o qual se entende aprovada a modificação proposta;
  - b) Resolver o contrato, demonstrando que, em caso algum, celebra contratos que cubram riscos com as características resultantes desse agravamento do risco.
3. O contrato prevê o prazo razoável de dilação da eficácia da declaração de resolução do contrato.

### 8. Sinistro e agravamento do risco

1. Se antes da cessação ou da alteração do contrato nos termos previstos na cláusula anterior ocorrer o sinistro cuja verificação ou consequência tenha sido influenciada pelo agravamento do risco, o segurador:
  - a) Cobre o risco, efetuando a prestação convencionada, se o agravamento tiver sido correta e tempestivamente comunicado antes do sinistro ou antes de decorrido o prazo previsto no n.º 1 da cláusula anterior;
  - b) Cobre parcialmente o risco, reduzindo-se a sua prestação na proporção entre o prémio efetivamente cobrado e aquele que seria devido em função das reais circunstâncias do risco, se o agravamento não tiver sido correta e tempestivamente comunicado antes do sinistro;
  - c) Pode recusar a cobertura em caso de comportamento doloso do tomador do seguro ou do segurado com o propósito de obter uma vantagem, mantendo direito aos prémios vencidos.
2. Na situação prevista nas alíneas a) e b) do número anterior, sendo o agravamento do risco resultante de facto do tomador do seguro ou do segurado, o segurador não está obrigado ao pagamento da prestação se demonstrar que, em caso algum, celebra contratos que cubram riscos com as características resultantes desse agravamento do risco.

## Portuguese clauses

### Capítulo III Pagamento e Alteração dos Prémios

9. Vencimento dos prémios
1. Salvo convenção em contrário, o prémio inicial, ou a primeira fração deste, é devido na data da celebração do contrato.
  2. As frações seguintes do prémio inicial, o prémio de anuidades subsequentes e as sucessivas frações deste são devidos nas datas estabelecidas no contrato.
  3. A parte do prémio de montante variável relativa a acerto do valor e, quando seja o caso, a parte do prémio correspondente a alterações ao contrato são devidas nas datas indicadas nos respetivos avisos.
10. Cobertura
- A cobertura dos riscos depende do prévio pagamento do prémio.
11. Aviso de pagamento dos prémios
1. Na vigência do contrato, o segurador deve avisar por escrito o tomador do seguro do montante a pagar, assim como da forma e do lugar de pagamento, com uma antecedência mínima de 30 dias em relação à data em que se vence o prémio, ou frações deste.
  2. Do aviso devem constar, de modo legível, as consequências da falta de pagamento do prémio ou de sua fração.
  3. Nos contratos de seguro em que seja convencionado o pagamento do prémio em frações de periodicidade igual ou inferior a três meses e em cuja documentação contratual se indiquem as datas de vencimento das sucessivas frações do prémio e os respetivos valores a pagar, bem como as consequências do seu não pagamento, o segurador pode optar por não enviar o aviso referido no n.º 1, cabendo-lhe, nesse caso, a prova da emissão, da aceitação e do envio ao tomador do seguro da documentação contratual referida neste número.
12. Falta de pagamento dos prémios
1. A falta de pagamento do prémio inicial, ou da primeira fração deste, na data do vencimento, determina a resolução automática do contrato a partir da data da sua celebração.
  2. A falta de pagamento do prémio de anuidades subsequentes, ou da primeira fração deste, na data do vencimento, impede a prorrogação do contrato.
  3. A falta de pagamento determina a resolução automática do contrato na data do vencimento de:
    - a) Uma fração do prémio no decurso de uma anuidade;
    - b) Um prémio adicional resultante de uma modificação do contrato fundada num agravamento superveniente do risco.
  4. O não pagamento, até à data do vencimento, de um prémio adicional resultante de uma modificação contratual determina a ineficácia da alteração, subsistindo o contrato com o âmbito e nas condições que vigoravam antes da pretendida modificação, a menos que a subsistência do contrato se revele impossível, caso em que se considera resolvido na data do vencimento do prémio não pago

Não havendo alteração no risco, qualquer alteração do prémio aplicável ao contrato apenas pode efetuar-se no vencimento anual seguinte.

## Portuguese clauses

### Capítulo IV

#### Início de efeitos, duração e vicissitudes do contrato

- |  |  |
|--|--|
| 14. Início da cobertura e de efeitos                                 | <ol style="list-style-type: none"><li>1. O dia e hora do início da cobertura dos riscos são indicados no contrato, atendendo ao previsto na cláusula 10.<sup>a</sup></li><li>2. O fixado no número anterior é igualmente aplicável ao início de efeitos do contrato, caso distinto do início da cobertura dos riscos.</li></ol>  |
| 15. Duração  | <ol style="list-style-type: none"><li>1. O contrato indica a sua duração, podendo ser por um período certo e determinado (seguro temporário) ou por um ano prorrogável por novos períodos de um ano.</li><li>2. Os efeitos do contrato cessam às 24 horas do último dia do seu prazo.</li><li>3. A prorrogação prevista no n.º 1 não se efetua se qualquer das partes denunciar o contrato com 30 dias de antecedência mínima em relação à data da prorrogação, ou se o tomador do seguro não proceder ao pagamento do prémio.</li></ol>   |
| 16. Resolução do contrato  | <ol style="list-style-type: none"><li>1. O contrato pode ser resolvido pelas partes a todo o tempo, havendo justa causa, mediante correio registado.</li><li>2. O segurador pode invocar a ocorrência de uma sucessão de sinistros na anuidade como causa relevante para o efeito previsto no número anterior.</li><li>3. O montante do prémio a devolver ao tomador do seguro em caso de cessação antecipada do contrato é calculado proporcionalmente ao período de tempo que decorreria da data da cessação da cobertura até ao vencimento do contrato, salvo convenção de cálculo diverso pelas partes em função de razão atendível, como seja a garantia de separação técnica entre a tarificação dos seguros anuais e a dos seguros temporários.</li><li>4. A resolução do contrato produz os seus efeitos às 24 horas do dia em que seja eficaz.</li><li>5. Sempre que o tomador do seguro não coincida com o segurado, o segurador deve avisar o segurado da resolução do contrato logo que possível, no máximo até 20 dias após a não renovação ou a resolução.</li><li>6. O contrato prevê o prazo razoável de dilação da eficácia da declaração de resolução do contrato.</li></ol> |
| 17. Transmissão da propriedade do bem seguro, ou do interesse seguro | <ol style="list-style-type: none"><li>1. Salvo convenção em contrário, no caso de transmissão da propriedade do bem seguro ou do interesse do segurado no mesmo, a obrigação do segurador para com o novo proprietário ou interessado depende da sua notificação pelo tomador do seguro, pelo segurado ou pelos seus legais representantes, sem prejuízo do regime legal do agravamento do risco.</li><li>2. Se a transmissão da propriedade do bem seguro ou do interesse se verificar por falecimento do segurado a responsabilidade do segurador subsiste para com os herdeiros enquanto forem pagos os respetivos prémios.</li><li>3. Salvo convenção em contrário, no caso de insolvência do tomador do seguro ou do segurado, a responsabilidade do segurador subsiste para com a massa falida, presumindo-se que a declaração de insolvência constitui fator de agravamento do risco.</li></ol>   |

## Portuguese clauses

### Capítulo V Prestação Principal do Segurador

18. Capital seguro
1. A determinação do capital seguro, no início e na vigência do contrato, é sempre da responsabilidade do tomador do seguro, devendo atender, na parte relativa ao bem seguro, ao disposto nos números seguintes.
  2. O valor do capital seguro para edifícios deve corresponder, ao custo de mercado da respetiva reconstrução, tendo em conta o tipo de construção ou outros fatores que possam influenciar esse custo, ou ao valor matricial no caso de edifícios para expropriação ou demolição.
  3. À exceção do valor dos terrenos, todos os elementos constituintes ou incorporados pelo proprietário ou pelo titular do interesse seguro, incluindo o valor proporcional das partes comuns, devem ser tomados em consideração para a determinação do capital seguro referido no número anterior.
  4. Salvo convenção em contrário, sendo para habitação o imóvel seguro, o seu valor, ou a proporção segura do mesmo, é automaticamente atualizado de acordo com os índices publicados para o efeito pelo ASF - Autoridade de Supervisão de Seguros e Fundos de Pensões, nos termos da Condição Especial 01.
19. Insuficiência ou excesso de capital
1. Salvo convenção em contrário, se o capital seguro pelo presente contrato for, na data do sinistro, inferior ao determinado nos termos dos n.os 2 a 4 da cláusula anterior, o segurador só responde pelo dano na respetiva proporção, respondendo o tomador do seguro ou o segurado pela restante parte dos prejuízos como se fosse segurador.
  2. Aquando da prorrogação do contrato, o segurador informa o tomador do seguro do previsto no número anterior e no n.º 4 da cláusula anterior, bem como do valor seguro do imóvel, a considerar para efeito de indemnização em caso de perda total, e dos critérios da sua atualização, sob pena de não aplicação da redução proporcional prevista no número anterior, na medida do incumprimento.
  3. Salvo convenção em contrário, se o capital seguro pelo presente contrato for, na data do sinistro, superior ao determinado nos termos dos n.os 2 a 4 da cláusula anterior, a indemnização a pagar pelo segurador não ultrapassa o custo de reconstrução ou o valor matricial previstos nos mesmos números.
  4. No caso previsto no número anterior, o tomador do seguro ou o segurado podem sempre pedir a redução do contrato, a qual, havendo boa-fé de ambos, determina a devolução dos sobreprémios que tenham sido pagos nos dois anos anteriores ao pedido de redução, deduzidos os custos de aquisição calculados proporcionalmente.
  5. Segurando-se diversos bens por quantias e verbas designadas separadamente, o contrato fixa se o previsto nos números anteriores se aplica, ou não, a cada uma delas, como se fossem seguros distintos.
20. Pluralidade dos seguros
1. Quando um mesmo risco relativo ao mesmo interesse e por idêntico período esteja seguro por vários seguradores, o tomador do seguro ou o segurado deve informar dessa circunstância o segurador, logo que tome conhecimento da sua verificação, bem como aquando da participação do sinistro.
  2. A omissão fraudulenta da informação referida no número anterior exonera o segurador da respetiva prestação.
  3. O sinistro verificado no âmbito dos contratos referidos no n.º 1 é indemnizado por qualquer dos seguradores, à escolha do segurado, dentro dos limites da respetiva obrigação.



## Portuguese clauses

### Capítulo VI Obrigações e direitos das partes

#### 21. Obrigações do tomador do seguro e do segurado

1. Em caso de sinistro coberto pelo presente contrato, o tomador do seguro ou o segurado obrigam-se:
  - a) A comunicar tal facto, por escrito, ao segurador, no mais curto prazo de tempo possível, nunca superior a 8 dias a contar do dia da ocorrência ou do dia em que tenha conhecimento da mesma, explicitando as suas circunstâncias, causas eventuais e consequências;
  - b) A tomar as medidas ao seu alcance no sentido de prevenir ou limitar as consequências do sinistro, as quais incluem, na medida do razoável, seja a não remoção ou alteração, ou o não consentimento na remoção ou na alteração, de quaisquer vestígios do sinistro, sem acordo prévio do segurador, seja a guarda e conservação dos salvados;
  - c) A prestar ao segurador as informações que este solicite relativas ao sinistro e às suas consequências;
  - d) A não prejudicar o direito de sub-rogação do segurador nos direitos do segurado contra o terceiro responsável pelo sinistro, decorrente da cobertura do sinistro por aquele;
  - e) A cumprir as prescrições de segurança que sejam impostas pela lei, regulamentos legais ou cláusulas deste contrato.
2. O tomador do seguro ou o segurado obrigam-se ainda:
  - a) A não agravarem, voluntariamente, as consequências do sinistro, ou dificultarem, intencionalmente, o salvamento dos bens seguros;
  - b) A não subtraírem, sonegarem, ocultarem ou alienarem os salvados;
  - c) A não impedirem, dificultarem ou não colaborarem com o segurador no apuramento da causa do sinistro ou na conservação, beneficiação ou venda de salvados;
  - d) A não exagerarem, usando de má-fé, o montante do dano ou indicarem coisas falsamente atingidas pelo sinistro;
  - e) A não usarem de fraude, simulação, falsidade ou de quaisquer outros meios dolosos, bem como de documentos falsos para justificarem a reclamação.
3. O incumprimento do previsto nas alíneas a) a c) do n.º 1 determina, salvo o previsto no número seguinte:
  - a) A redução da prestação do segurador atendendo ao dano que o incumprimento lhe cause;
  - b) A perda da cobertura se for doloso e tiver determinado dano significativo para o segurador.
4. No caso do incumprimento do previsto nas alíneas a) e c) do n.º 1, a sanção prevista no número anterior não é aplicável quando o segurador tiver conhecimento do sinistro por outro meio durante os 8 dias previstos nessa alínea, ou o obrigado à comunicação prove que não poderia razoavelmente ter procedido à comunicação devida em momento anterior àquele em que o fez.
5. O incumprimento do previsto nas demais alíneas do n.º 1 e no n.º 2 determina a responsabilidade por perdas e danos do incumpridor.

## Portuguese clauses

22. Obrigação de reembolso pelo segurador das despesas havidas com o afastamento e mitigação do sinistro
1. O segurador paga ao tomador do seguro ou ao segurado as despesas efetuadas em cumprimento do dever fixado na alínea b) do n.º 1 da cláusula anterior, desde que razoáveis e proporcionadas, ainda que os meios empregados se revelem ineficazes.
  2. As despesas indicadas no número anterior devem ser pagas pelo segurador antecipadamente à data da regularização do sinistro, quando o tomador do seguro ou o segurado exija o reembolso, as circunstâncias o não impeça e o sinistro esteja coberto pelo seguro.
  3. O valor devido pelo segurador nos termos do n.º 1 é deduzido ao montante do capital seguro disponível, salvo se corresponder a despesas efetuadas em cumprimento de determinações concretas do segurador ou a sua cobertura autónoma resultar do contrato.
  4. Em caso de seguro por valor inferior ao do interesse seguro ao tempo do sinistro, o pagamento a efetuar pelo segurador nos termos do n.º 1 reduz-se na proporção do interesse coberto e dos interesses em risco, exceto se as despesas a pagar decorrerem do cumprimento de determinações concretas do segurador ou a sua cobertura autónoma resultar do contrato.
23. Inspeção do local de risco
1. O segurador pode mandar inspecionar, por representante credenciado e mandatado, os bens seguros e verificar se são cumpridas as condições contratuais, obrigando-se o tomador do seguro ou o segurado a fornecer as informações que lhe forem solicitadas.
  2. A recusa injustificada do tomador do seguro ou do segurado, ou de quem os represente, em permitir o uso da faculdade mencionada, confere ao segurador o direito de proceder à resolução do contrato a título de justa causa, nos termos previstos na cláusula 16.<sup>a</sup>
24. Obrigações do segurador
1. As averiguações e peritagens necessárias ao reconhecimento do sinistro e à avaliação dos danos, devem ser efetuados pelo segurador com a adequada prontidão e diligência, sob pena de responder por perdas e danos.
  2. O segurador deve pagar a indemnização, ou autorizar a reparação ou reconstrução, logo que concluídas as investigações e peritagens necessárias ao reconhecimento do sinistro e à fixação do montante dos danos, sem prejuízo de pagamentos por conta, sempre que se reconheça que devem ter lugar.
  3. Decorridos 30 dias das conclusões previstas no número anterior sem que haja sido paga a indemnização ou autorizada a reparação ou reconstrução, por causa não justificada ou que seja imputável ao segurador, são devidos juros à taxa legal em vigor sobre, respetivamente, o montante daquela ou o preço médio a valores de mercado da reparação ou reconstrução.

## Capítulo VII

### Processamento da indemnização ou da reparação ou reconstrução

25. Determinação do valor da indemnização ou da reparação ou reconstrução
1. Em caso de sinistro, a avaliação do valor dos bens seguros, bem como dos danos, é efetuada entre o segurado e o segurador, ainda que o contrato produza efeitos a favor de terceiro.
  2. Salvo convenção em contrário, o segurador não indemniza o agravamento que possa advir no custo da reparação ou reconstrução dos imóveis seguros em consequência de alteração de alinhamento ou de modificações a fazer nas características da sua construção.

## Portuguese clauses

26. Forma de pagamento da indemnização
1. A seguradora paga a indemnização em dinheiro, sempre que a substituição, reposição, reparação ou reconstrução dos bens seguros, destruídos ou danificados, não seja possível, não repare integralmente os danos, ou seja excessivamente onerosa para o devedor.
  2. Quando não se fixar uma indemnização em dinheiro, o segurado deve, sob pena de responder por perdas e danos, prestar ao segurador, ou a quem este indicar, colaboração razoável, com vista a uma pronta reconstituição da situação anterior ao sinistro.
27. Redução automática do capital seguro
- Salvo convenção em contrário, após a ocorrência de um sinistro, o capital seguro fica, até ao vencimento do contrato, automaticamente reduzido do montante correspondente ao valor da indemnização atribuída, sem que haja lugar a estorno de prémio.

## Capítulo VIII

### Disposições diversas

28. Intervenção de mediador de seguros
1. Nenhum mediador de seguros se presume autorizado a, em nome do segurador, celebrar ou extinguir contratos de seguro, a contrair ou alterar as obrigações deles emergentes ou a validar declarações adicionais, salvo o disposto nos números seguintes.
  2. Pode celebrar contratos de seguro, contrair ou alterar as obrigações deles emergentes ou validar declarações adicionais, em nome do segurador, o mediador de seguros ao qual o segurador tenha conferido, por escrito, os necessários poderes.
  3. Não obstante a carência de poderes específicos para o efeito da parte do mediador de seguros, o seguro considera-se eficaz quando existam razões ponderosas, objetivamente apreciadas, tendo em conta as circunstâncias do caso, que justifiquem a confiança do tomador do seguro de boa fé na legitimidade do mediador, desde que o segurador tenha igualmente contribuído para fundar a confiança do tomador do seguro.
29. Comunicações e notificações entre as partes
1. As comunicações ou notificações do tomador do seguro ou do segurado previstas nesta apólice consideram-se válidas e eficazes caso sejam efetuadas para a sede social do segurador ou da sucursal, consoante o caso.
  2. São igualmente válidas e eficazes as comunicações ou notificações feitas, nos termos do número anterior, para o endereço do representante do segurador não estabelecido em Portugal, relativamente a sinistros abrangidos por esta apólice.
  3. As comunicações previstas no presente contrato devem revestir forma escrita ou ser prestadas por outro meio de que fique registo duradouro.
  4. O segurador só está obrigado a enviar as comunicações previstas no presente contrato se o destinatário das mesmas estiver devidamente identificado no contrato, considerando -se validamente efetuadas se remetidas para o respetivo endereço constante da apólice.
30. Lei aplicável e arbitragem
1. A lei aplicável a este contrato é a lei portuguesa.
  2. Podem ser apresentadas reclamações no âmbito do presente contrato aos serviços do segurador identificado no contrato e, bem assim, à Autoridade de Supervisão de Seguros e Fundos de Pensões ([www.asf.com.pt](http://www.asf.com.pt)).
  3. Nos litígios surgidos ao abrigo deste contrato pode haver recurso à arbitragem, a efetuar nos termos da lei

## Portuguese clauses

### 31. Foro

O foro competente para dirimir os litígios emergentes deste contrato é o fixado na lei civil.

### Tratamento de dados pessoais

A Hiscox, S.A. – Sucursal em Portugal é a entidade Responsável pelo tratamento dos seus dados pessoais.

Trataremos os seus dados pessoais para lhe conseguir propor, disponibilizar e gerir a **sua** apólice de seguro. Por exemplo, necessitamos de tratar os seus dados pessoais logo na fase pré-contratual, mesmo antes de celebrarmos um contrato, para lhe enviar a **nossa** proposta de seguro. Precisamos de tratar os seus dados pessoais, para proceder a avaliações de risco, tramitar e gerir processos decorrentes de sinistros que se encontrem cobertos pela sua Apólice, pagar-lhe eventuais indemnizações a que tenha direito, ou outras prestações de serviços relacionadas com a execução do **seu** contrato de seguro. Para saber mais, consulte a **nossa** Política de Privacidade através do link <https://www.hiscox.pt/privacidade>

O tratamento dos seus dados pessoais é necessário para garantir que conseguimos realizar as diligências pré-contratuais que **nos** tenha solicitado, bem como, cumprir adequadamente com a execução dos termos do contrato de seguro que celebrou conosco. Quando estiverem em causa o tratamento de “categorias especiais” de dados, solicitaremos o **seu** consentimento expresso e prévio para o efeito. Para outros casos, o tratamento dos seus dados pessoais pode estar legitimado em outros fundamentos. Para saber quais os fundamentos em que sustentamos o tratamento dos seus dados pessoais, consulte a **nossa** Política de Privacidade através do link <https://www.hiscox.pt/privacidade>

Em determinadas circunstâncias e por necessidades decorrentes da normal execução do seu contrato de seguro, ou por imposição legal ou regulatória a que estejamos obrigados, poderemos ter de transmitir os seus dados pessoais a outras empresas do Grupo Hiscox, entidades reguladoras, agências relacionadas com prevenção de fraude ou prestadores de serviços externos, como mediadores, peritos ou advogados. Para saber com que entidades partilhamos os seus dados pessoais consulte a **nossa** Política de Privacidade através do link <https://www.hiscox.pt/privacidade>

Enquanto titular dos dados e desde que se encontrem preenchidos os necessários pressupostos legais, poderá ter o direito de aceder, retificar, limitar e de se opor ao tratamento dos seus dados pessoais, bem como o direito de solicitar que os mesmos sejam apagados ou que lhe seja entregue uma cópia dos mesmos em formato estruturado, de uso corrente e de leitura automática. Para saber mais sobre os seus direitos e como os pode exercer consulte a **nossa** Política de Privacidade através do link <https://www.hiscox.pt/privacidade>

Lembramos que poderá consultar o texto integral da nossa Política de Privacidade através do link <https://www.hiscox.pt/privacidade> e caso subsistam quaisquer dúvidas, não hesite em **nos** contactar, pelo seguinte número de telefone +351 210 027 330 ou endereço de e-mail [info\\_portugal@hiscox.com](mailto:info_portugal@hiscox.com)

### Procedimentos para a resolução de queixas

**Nós** orgulhamo-nos de prestar um serviço de excelência, confiável e eficiente a todos os nossos clientes. As **suas** queixas são essenciais para monitorizarmos o nível de serviço que lhe prestamos e, quando possível, atuarmos de forma a prevenir a repetição de problemas.

**Nós** definimos uma queixa como qualquer manifestação de insatisfação, seja oral ou escrita, justificada ou não, sobre um serviço ou ato praticado por **nós** ou quando **você** discordar de qualquer posição por **nós** assumida.

Se tiver uma queixa para apresentar, por favor contacte o **seu** agente de seguros em primeiro lugar, se tiver um.

Se a **sua** queixa não puder ser satisfatoriamente resolvida pelo **seu** agente, por favor contacte-**nos** para apresentar a **sua** queixa, por escrito, não devendo esquecer de se identificar e fornecer os **seus** dados de contacto, bem como descrever os factos que motivaram a **sua** queixa, com identificação dos intervenientes e da data em que os factos ocorreram.

Se no prazo máximo de 30 dias, **nós** não tivermos dado resposta ou discorde do sentido da mesma, pode apresentar a **sua** queixa junto do nosso provedor do cliente, que é um perito independente e de reconhecido prestígio e autoridade por nós designado.

Mais informamos que a intervenção do provedor em nada afeta o **seu** direito de recurso à ASF - Autoridade de Supervisão de Seguros e Fundos de Pensões, aos tribunais ou aos mecanismos de resolução extrajudicial de litígios.

Se comprou o seu contrato on-line, também pode fazer uma reclamação por meio da plataforma de resolução de disputas on-line (ODR) da UE. O website da plataforma ODR é [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr)

## Provedoria do Cliente

Contactos do Provedor do Cliente:  
Dr. Francisco Borges de Carvalho  
Rua Braamcamp, 6 – 1º Esq  
1250-050 Lisboa  
Fax. +351 21 380 2629  
Email: [fborgescarvalho@paccv.com](mailto:fborgescarvalho@paccv.com)

## Resolução Alternativa de Litígios

Qualquer litígio relacionado com ou emergente desta **Apólice**, incluindo a sua interpretação, aplicação e validade, deve ser resolvido por acordo, de boa-fé, através de negociação entre as partes.

No caso de as negociações serem infrutíferas, qualquer das partes pode recorrer aos procedimentos judiciais, sendo que o **Segurado** e a Seguradora podem acordar em recorrer ao tribunal arbitral, constituído por três árbitros, sendo dois escolhidos por cada uma das partes e o terceiro por acordo, a sedear em Lisboa e que aplica a lei portuguesa. A decisão do tribunal arbitral é definitiva.

## Condição Especial

Atualização Indexada de Capitais

1. Sem prejuízo do previsto na cláusula 19.<sup>a</sup> das Condições Gerais, fica expressamente convencionado que o capital seguro pelo presente contrato, relativo ao edifício, identificado nas Condições Particulares, é automaticamente atualizado, em cada vencimento anual, de acordo com as variações do índice publicado trimestralmente pela ASF - Autoridade de Supervisão de Seguros e Fundos de Pensões nos termos do n.º 1 do artigo 135.º do Regime Jurídico do Contrato de Seguro, aprovado pelo Decreto-Lei n.º 72/2008, de 16 de Abril.
2. As partes podem convencionar uma percentagem de atualização distinta da prevista no número anterior.
3. O estipulado nesta cláusula não dispensa o tomador do seguro de proceder a convenientes revisões do capital seguro, quer por reavaliação dos bens seguros, benfeitorias ou beneficiações, quer pela inclusão de novos bens.

## Spanish clauses

Clauses 1 to 3 below apply automatically if the **holiday home** is situated in Spain.

**If the indemnity you receive as a consequence of these clauses is less than what we would have paid had they not been in force, we will pay you the difference.**

### 1. Pre-contractual disclosure clause (Spain)

In accordance with Royal Legislative Decree 6/2004 of 29th October approving the Law on Ordination and Supervision of Private Insurance as well as the Regulation on Ordination and Supervision of Private Insurance, the Insurer from whom cover has been requested, states:

1. That the insurance contract will be transacted with Hiscox Insurance Company Ltd, 1 Great St Helen's, London EC3A 6HX, England, or Syndicate 33 at LLOYD'S, registered at 1 Lime Street EC3M 7HA, London, England, (United Kingdom). LLOYD'S is an Association of Underwriters constituted by Act of Parliament. The Insurers will be mentioned in the Schedule.
2. That the Member State in charge of controlling the Insurers' activities is the United Kingdom and the Authority in charge of controlling the Insurers' activities is the 'Financial Services Authority', registered at 25 The North Colonnade, Canary Wharf, London E14 5HS, England.
3. That the applicable laws will be the Act 50/1980 of 8th October on Insurance Contracts, the Royal legislative Decree 6/2004 of Ordination and Supervision of Private Insurance, the Act 30/1995 of 8th November (if applicable) and related subordinate legislation.

4. That the arrangements for disputes and complaints will be the following:

- a. Internal arrangements.

Any enquiry or complaint should be addressed in the first instance to your broker. Alternatively, your complaints should be sent to Hiscox at:

Hiscox Customer Services  
Paseo de la Castellana, 20 2a Planta.  
28046 Madrid  
Telephone: 91 781 63 00  
Fax: 91 576 86 69  
Email: atonclienhiscox@terra.es

If you are not satisfied with the way a complaint has been dealt with, you may ask the Insurance Ombudsman to review your case without affecting your legal rights. The address is:

The insurance Ombudsman Bureau  
South Quay Plaza, 183 Marsh Wall  
London E14 9SR  
Telephone: 0845 080 1800

If you contact them or us, please quote the policy number shown in the schedule.

Where the insurer is Syndicate 33 at Lloyd's you could address it, in writing, to:

Lloyd's Sucursal en España  
Apoderado General para España ('Lloyd's Iberia Representative, SLU').  
C/ José Ortega y Gasset, 7,  
Edificio Serrano 49  
1ª planta  
28006 Madrid  
Tel: 91-426 23 12  
Fax: 91 426 23 94.

## Spanish clauses

Moreover, you may address your claim or complaint in the first instance or if you are not satisfied with the way a complaint has been dealt in Spain, to Policyholder & Market Assistance. The contact details are as follows.

Policyholder & Market Assistance  
Lloyd's Market Services  
1 Lime Street  
Londres EC3M 7HA  
Tel: 020 7327 5693  
Fax: 020 7327 5225  
Email: complaints@lloyds.com

b. External arrangements.

In the event of a dispute, you may bring a claim before the Court of first instance corresponding to your domicile under section 24 of the Insurance Contracts Act. Similarly, you may voluntarily submit a dispute to arbitration in accordance with the terms of the Spanish Law for the protection of Consumers and Users and related subordinate legislation, without prejudice to the provisions of the Arbitration Law in the event that the parties submit any dispute to the decision of one or more arbitrators. In addition, and without prejudice to any action brought before a court of Law, a policyholder, insured or beneficiary may bring a claim before the Directorate General of Insurance if it is considered that the Insurer has used abusive practices or has prejudiced any of their rights deriving from the insurance contract.

### 2. Exclusion of losses arising from extraordinary events

**We** do not cover loss or damage caused by extraordinary flood, tsunami, unusual cyclonic storms; falling astral bodies or meteorites; an **act of terrorism**, riot or civil commotion; acts of the armed forces or state security extraordinary events services in peace time.

**You** are insured against loss or damage caused by these events by the 'Consortio de Compensación Seguros' as explained in paragraph 3 below. If the indemnity **you** receive from the Consortio is less than what **we** would have paid had this clause not been in force, **we** will pay **you** the difference.

### 3. Clause of compensation by the consorcio de compensación de seguros for losses arising from extraordinary events

In accordance with articles 6 and 8 of the Consortio de Compensación de Seguros's Legal Statute, which was enacted by article four of Law 21/1990, of December, 19th (Official Gazette December 20th), the policyholder of insurance contracts that must insert the charge in favour of the aforesaid Public Entity, and that are mentioned in article 7 of the same Legal Statute, have the faculty to contract the cover of extraordinary risks with any Insurance Entity which fulfil the conditions required by the legislation in force.

Compensations deriving from losses arising from extraordinary risks taking place in Spain and affecting to risks located in Spain, and also, but only for personal insurance, extraordinary risks taking place abroad when the policyholder resides habitually in Spain, will be paid by the Consortio de Compensación de Seguros if the policyholder has paid, in turn, the relevant charges to the Consortio de Compensación de Seguros and provided that one of the following circumstances apply:

- a. The extraordinary risk that is covered by the Consortio de Compensación de Seguros is not covered by any insurance **policy** taken out by the Insurance Entity.
- b. Although the risk is covered by the said **policy**, the obligations of the Insurance Entity can not be fulfilled because the Entity is declared insolvent by a court or because, the Insurer being under an insolvency proceedings, the Entity is subject to an audited winding up process or involved in a winding up process controlled by the Consortio de Compensación de Seguros.

The Consortio de Compensación de Seguros will act in accordance with the aforementioned Legal Statute (amended by Law 30/1995 of Ordination and Supervisión of

## Spanish clauses

Private Insurance, of 8th November 1995; by Financial Law 44/2002 of 22nd November, by Law 34/2003 of 4th November of Modification and Adaptation to the European regulation on private insurance and by Insolvency Law 22/2003 of 9th July), in accordance with Law 50/1980 of Insurance Contract of 8th October 1980; Royal Decree 300/2004 of 20th February of extraordinary risks regulation and other complementary regulation.

### I. Summary of legal rules

1. Extraordinary events covered
- The following will be extraordinary events:
- a. The following natural phenomenon: earthquakes and tidal waves, extraordinary floods (including sea dashing), volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 135 km/h and twisters), and the fall of astral bodies or meteors.
  - b. Violent acts resulting from terrorism, rebellion, sedition, insurrection, and popular tumult.
  - c. Events or acts of the Military Forces or State Securities Bodies in peace time.
2. Excluded risks
- In accordance with article 6 of the Regulation on Extraordinary Risks, the following damage or losses will not be compensated by the Consorcio de Compensación de Seguros:
- a. Those which do not give rise to compensation under Insurance Contract Law.
  - b. Those suffered by people or goods which are covered by other insurance contract different from the one containing the compulsory charge in favour of the Consorcio de Compensación de Seguros.
  - c. Those caused by a fault or defect of the insured item or its evident lack of maintenance.
  - d. Those caused by armed conflicts, though they are not preceded by a formal declaration of war.
  - e. Those arising from nuclear energy despite the provisions of Law 25/1964 of 29th April. Notwithstanding the foregoing, it will be included direct damage in insured nuclear installations, when the damage comes from extraordinary risks affecting the installation itself.
  - f. Those caused by the simple action of time, and in the event of goods totally or partially dived, those caused by the simple action of waves or ordinary undercurrents.
  - g. Those caused by natural phenomenon different to the natural phenomena referred to in article one of the Regulation on Extraordinary risks, in particular those caused by the increase of the subsurface level, hillside's movement, ground' sliding or settlement movements, rocks' landslide and similar phenomena, save if the damage are caused manifestly by the action of the rainwater causing simultaneously a situation of extraordinary flood in the area.
  - h. Those caused by tumult acts in the course of public meetings and demonstrations further to the Ley Orgánica 9/1983, de 15 de Julio, as well as during legal strikes, except if the above acts could be qualified as extraordinary risks under section 1 of the regulation of extraordinary risks.
  - i. Those caused by acts of bad faith on the part of the insured.
  - j. Those arising from losses occurred within the waiting period set out in article of the Regulation on Extraordinary Risks.
  - k. Those occurred before the payment of the first premium or when, in accordance with the Insurance Contract Law, the cover of the Consorcio de Compensación is suspended or the insurance contract is extinguished due to the lack of payment of premiums.



## Spanish clauses

- i. Those indirect damage or losses arising from direct or indirect damage different from the 'loss of profits' as per defined and limited by the regulation of extraordinary risks. In particular it is not covered any damage or losses arising from power cuts or alteration in the external power supply, gas, fuel-oil, gas-oil or other fluids, nor damage or indirect losses different to the mentioned in the preceding paragraph although the alterations arise from causes which are included in the extraordinary risks cover.
- m. Those considered by the Government to be a national calamity or catastrophe given their magnitude or importance.

### 3. Deductible

In the case of direct damage, the deductible will be 7% of the amount of the damage to be compensated caused by the loss. However, this deductible will not apply to damage affecting to vehicles insured under motor insurance policies, household and community flat owners.

In the case of loss of profits, the deductible will be identical, in time or amount, as the deductible set out in the original **policy** for damage arising from ordinary loss of profits. If several deductibles covering loss of profits exist, the rules applying in the main coverage of the original **policy** will apply.

### 4. Extension of the cover. Agreements of facultative inclusion in the ordinary policy

The Consorcio de Compensación de Seguros will indemnify on a compensation basis damage arising from extraordinary events occurred in Spain and affecting to risks located in Spain. Whenever the following clauses are contained in the ordinary **policy**: first risk insurance (partial value, with limit of indemnity, agreed value, other policies with derogation of the proportional rule); replacement value insurance; floating capital insurance; capital automatic revaluation insurance; margin clause insurance; or capital compensation clause between the several sections of the **policy**, or between the continent and the content; those insurance methods will also apply to the compensation of losses arising from extraordinary events in the same terms, and to the same assured goods and sum stated in the ordinary **policy**. Notwithstanding the foregoing, the Consorcio de Compensación de Seguros will apply, in any event, only for direct damage, the compensation of capitals in a **policy** between the relevant continent and content.

These clauses can not be included in the extraordinary risks coverage without they being included in the ordinary **policy**.

### 5. Underinsurance and overinsurance

If at the occurrence date of the loss due to an extraordinary event, the total value sum insured is inferior to the value of the insured interest, the Consorcio de Compensación de Seguros will indemnify the damage, in the same proportion in which the sum insured covers the insured interest. In this respect, the capitals fixed for the affected goods will be taken into account, despite they are in different policies, with compulsory charge in favour of the Consorcio de Compensación de Seguros, always provided that the policies are in force and within the **policy** period. The foregoing will be made separately and independently for the cover of direct damage and loss of profits.

Notwithstanding the above, policies covering own motor damage, the cover of extraordinary risks by the Consorcio de Compensación de Seguros will guarantee the total insurable interest although the ordinary **policy** only does it partially.

If the sum insured markedly exceeds the value of the interest, the effectively caused damage will be indemnified.

## II. Procedure to be followed in case of loss to be compensated by the consorcio de compensación de seguros

In case of loss, the insured, policyholder, beneficiary or their legal representatives must:

- a. Notify -within the maximum period of seven days from the date in which the loss is known - the occurrence of the loss to the relevant Regional Delegation of the Consorcio, depending on the place of the occurrence. The notification will be made either directly or through the insurer of the ordinary **policy** or through the insurance intermediary. The notification will be made in the approved form, which will be available in the Consorcio's website ([www.consorseguros.es](http://www.consorseguros.es)) or in its offices or in the insurer's offices.

## Spanish clauses

The following documents will be enclosed:

- Photocopy of the DNI/NIF of the receiver of the indemnity.
  - Photocopy of the general and particular conditions of the **policy** (individual or collective), its appendixes or endorsements, if any.
  - Photocopy of the premium receipt in force at the occurrence date showing clearly the commercial premium and charge paid to the Consorcio de Compensación de Seguros.
  - Details of the bank in which the indemnity will be paid, including Bank's number, branch's number, control number and account number (account number, 20 numbers) as well as the bank's address.
- b. Any trace or vestige of the loss must be kept to assist the loss adjuster's job and, if this is absolutely impossible, to submit any documentation evidencing the damage such as photographs, Deeds, videocassettes or official certificates. Also, any invoice relating to the affected goods whose destruction can not be delayed must be kept.
- c. Adopt any necessary measure to reduce the damage as well as to avoid new damage or disappearances which would be the insured's responsibility.

To clarify any doubt that may arise regarding the procedure to be followed, the Consorcio de Compensación de Seguros has the following telephone number: **+34 902 222 665**.

## Data Protection Information

Clauses 1 to 3 below apply automatically if the holiday home is situated in Portugal.

### 1. Who is the controller of Your Personal Data?

Hiscox is the commercial name of several companies belonging to the same business group. The specific company that act as a controller for Your personal data in this case is Hiscox, S.A., Portugal Branch (“HSA”).

### 2. For which purposes do we use Your Personal Data?

We collect and process Your personal data for the purposes of underwriting, entering into, performing and managing insurance contracts. In particular, the evaluation and processing of insurance proposals, risk assessment, administration of the insurance policy, claims and loss management, payment of indemnities or provision of services related to the full development of the insurance contract through all its stages and compliance with legal and regulatory obligations applicable to insurers and reinsurers.

We will not carry out profiling activities with Your personal data. However, we could take decisions based on automated data processing in the process of renewal of the insurance policy. See section 6 for more details.

### 3. What is the lawful/legitimate basis for the processing of Your Personal Data?

Your personal data is necessary for the performance of the insurance contract which You are a party to, or to take pre-contractual steps prior to entering in the insurance contract.

If You did not provide us with the information –personal data- requested, it would not be possible to properly comply with the contractual benefits.

For the processing of sensitive data, we may need Your explicit consent. Where we need Your consent, we will ask You for it separately.

In certain circumstances, we will process Your personal data within other lawful bases, as explained in detail in section 6 of Additional information.

### 4. Who will we share Your personal data with?

The proper development of the insurance contract and the fulfilment of our internal legal, regulatory and administrative obligations, makes it necessary for us to share Your data with other companies of the Hiscox group, regulatory bodies, credit agencies, fraud prevention agencies or third parties that they provide services related to the insurance contract such as insurance intermediaries, other insurers or reinsurers, IT service providers, experts or lawyers.

Some of the recipients may be located outside the European Union area, but measures will be taken to ensure adequate protection of their data. You can get more information about it in section 6 below.

### 5. Which are Your rights regarding Your personal data?

You have the right of access, rectification and erasure of Your personal data. Likewise, You can exercise the rest of the rights guaranteed by the applicable European and Portuguese regulations regarding the protection of personal data, as explained in detail in section 6 below of Additional information.

### 6. How or where can I get additional information about the processing of my personal data?

For more detailed information on the processing and use of Your personal data and Your rights with respect to such data, please read our Privacy Policy carefully in <https://www.hiscox.pt/privacidade> and, should You have any doubts in that regard, do not hesitate to send Your query to the attention of the Data Protection Officer (“DPO”) by postal mail, at the address: Hiscox Portugal, Edifício Atrium Saldanha, Praça Duque de Saldanha, n.º 1, 5, 1050-094 Lisboa, Portugal; or by email, to [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

## Complaints procedure

**We** are proud of our reputation for a quality service. If **you** feel that our service at any time falls below the standard **you** would expect, please contact:

Hiscox, S.A., Sucursal em Portugal  
Edifício Atrium Saldanha  
Praça Duque de Saldanha, nº 1 – 5º Andar  
1050-094 Lisboa

or:

Hiscox Customer Relations  
Hiscox House  
Sheepen Place  
Colchester  
Essex CO3 3XL  
United Kingdom  
Phone: 01206 773705  
Email: customer.relations@hiscox.com

If **you** want to present us with a formal complaint **you** can do it, in written, addressed to:

Innovarisk, Lda.  
Av. Duque de Loulé, 123 - 7º  
1069-152 Lisboa  
Email: reclamacoes@innovarisk.pt

Please quote the policy number shown in the schedule when **you** file the complaint.

If **you** are not satisfied with the way **your** complaint has been dealt with, **you** may ask the Ombudsman to review **your** case. The address is:

Dr. Francisco Borges de Carvalho  
Rua Braamcamp, 6º- 1ºEsq  
1250-050 Lisboa  
Email: fborgescarvalho@paccv.com

This procedure doesn't affect your legal rights to file a complaint to our regulator (ASF - Autoridade de Supervisão de Seguros e Fundos de Pensões), to the courts or to other alternative legal mechanisms as stated on the insurance policy.



For training and quality control purposes, telephone calls may be monitored or recorded.

4253 2019



**Innovarisk**  
U N D E R W R I T I N G

The Hiscox Group is represented in Portugal by:  
**Innovarisk Lda** – Av. Duque de Loulé, 123 - 7º, 1069-152 Lisboa  
**T** +351 215 918 370 **F** +351 215 918 379 **E** geral@innovarisk.pt <https://innovarisk.pt>  
NIF 510624138

Innovarisk Lda registered at ASF as an Insurance Agent, Non-Life Branch with the No. 413390115 from 19/06/2013, data to be confirmed at <http://www.asf.pt>. Innovarisk is duly authorized to carry out Insurance contracts on behalf of the Insurer, proceeding to the collection of premiums for later delivery to the company.